

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
SOUTHERN DIVISION**

Tamika Miller,	:
	:
	: Civil Action No.: _____
Plaintiff,	:
v.	:
Financial Management Systems, Inc.,	: COMPLAINT
	:
Defendant.	:
	:
	:

For this Complaint, Plaintiff, Tamika Miller, by undersigned counsel, states as follows:

JURISDICTION

1. This action arises out of Defendant's violations of the Electronic Fund Transfer Act 15 U.S.C. § 1693, *et seq.* (the "EFTA"), in its illegal efforts to collect a consumer debt.
2. Venue is proper in this District pursuant to 28 U.S.C. § 1331(b), in that Defendant transacts business in this District and a substantial portion of the acts giving rise to this action occurred in this District.

PARTIES

3. Plaintiff, Tamika Miller ("Plaintiff"), is an adult individual residing in Landover, Maryland, and is a "consumer" as the term is defined by 15 U.S.C. § 1693a(6).
4. Defendant, Financial Management Systems, Inc. ("Financial"), is a business entity with an address of 1701 Golf Road, Suite 2 - 150, Rolling Meadows, Illinois 60008.

FACTS

5. Plaintiff entered into a verbal payment arrangement with Financial wherein Plaintiff agreed to make monthly payments of \$150.00, which Financial debits from Plaintiff's account each month. Financial most recently debited Plaintiff's account in or around September

2013.

6. However, Financial did not procure Plaintiff's written authorization to make such withdrawals.

COUNT I
VIOLATIONS OF THE ELECTRONIC FUND TRANSFER ACT,
15 U.S.C. § 1693 et seq.

7. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

8. Plaintiff maintained an "account" as that term is defined in 15 U.S.C. § 1693a(2).

9. Defendant debited Plaintiff's bank account on a monthly basis via a "preauthorized electronic fund transfer" as defined in 15 U.S.C. § 1693a(10).

10. Defendant violated 15 U.S.C. § 1693e(a) in that Defendant executed preauthorized electronic fund transfers from Plaintiff's account without Plaintiff's prior written authorization.

11. Defendant further failed to comply with the EFTA in that, insofar as Defendant purports to obtain consumer consent through telephonic tape-recording or electronic means, Defendant failed to comply with the requirements of the Electronic Signatures In Global And National Commerce Act, 15 U.S.C. § 7001 *et seq.*, because Defendant (1) did not obtain from Plaintiff a valid "electronic signature" within the meaning of 15 U.S.C. § 7006(5), (2) did not obtain valid consent from Plaintiff to provide electronic copies to them of their purported authorizations, and (3) did not provide to Plaintiff any copies of their purported authorizations, including in electronic form or otherwise.

12. Plaintiff is entitled to damages as a result of Defendant's violations.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendant:

1. Actual damages pursuant to 15 U.S.C. § 1693m(a)(1);
2. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1693m(a)(2)(A);
3. Costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C. § 1693m(a)(3); and
4. Such other and further relief as may be just and proper.

TRIAL BY JURY DEMANDED ON ALL COUNTS

Dated: February 25, 2014

Respectfully submitted,

By /s/ Sergei Lemberg
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